

- (a) In the event the audit process develops additional claims and if additional claims are received that fall into paragraph (8)(A)(2) and there are insufficient funds remaining in the segregated (8)(A)(2) account, each signatory company shall contribute an additional amount to pay any monies awarded by the IC on that signatory company's paragraph (8)(A)(2) policies.

B. General Humanitarian Section:

This section shall be used for the benefit of needy victims of the Holocaust and for other Holocaust-related humanitarian purposes. It is understood that the contributions made under this section give due consideration to the category of "heirless claims," i.e., unpaid policies issued by the signatory companies to Holocaust victims as to which there is no living beneficiary or other living person entitled to receive the proceeds. Each signatory company shall make an initial contribution to this fund, with subsequent contributions to be determined by the IC to be assessed on an equitable basis taking into account both historic and current involvement.

9. Upon execution of this MOU, the insurance companies will establish a fund to cover the expenses of the IC. Each signatory company shall make an initial contribution of \$250,000.00. Thereafter, as the IC deems necessary, subsequent contributions will be assessed based on an equitable basis. The cost of auditing an individual company's books and records and any expenses relating to the processing or investigation of claims against an individual insurance company shall be borne by that insurance company. There shall be an annual budget for the operation of the IC administered by the Chairperson and an annual audit of the IC's expenses.
10. The IC signatories will work to achieve exemptions from related pending and future legislation and will work to resolve all pending litigation for those insurers that become signatories to this MOU and which fully cooperate with the processes and funding of the IC.